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SECTION B - SCHEDULE OF SUPPLIES AND SERVICES

<u>Item No. Supplies/Services Quantity Unit Price Amount</u>

0001	Research and Development Effort in accordance with NSWC Crane Statement of Work in Section C.	1	LO		
0002	Data, in accordance with the Contract Data Requirements List (CDRLs), Exhibit "A	1	LO	NSP	NSP

#### **SECTION B NOTES**

(1) SECTION K herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

#### **LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE (5310)**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

## PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993) (5313)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts. (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal percent ( %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

  (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**NOTE:** Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

## TRAVEL COSTS - ALTERNATE I (NAVSEA) (5315) (MAY 2000)

(a)

- (1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
   (2) In accordance with Class Deviation 2000-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective on 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
  - (i) travel at U.S. Military Installations where Government transportation is available;
  - (ii) travel performed for personal convenience/errands, including commuting to and from work; and
  - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

## SECTION C - DESCRIPTION(S)/SPECIFICATION(S)/STATEMENT OF WORK

#### COUNTERMEASURES SUPPORT SERVICES STATEMENT OF WORK

**Overview:** This Statement of Work (SOW) details the work to be accomplished for three areas of Electronic Warfare (EW) Research and Development (R&D) efforts. The three areas of EW R&D described in this SOW are Dual Radio Frequency (RF) Critical Component Development, Enhanced Security Methods For The Nulka Payload, and Low Cost Technologies For Guidance and Propulsion. Each of these three areas is described by an individual task with subtasks that define EW R&D studies that the Navy considers critical for the future of Electronic Counter measurers and decoys.

**Task 1:** Dual RF Critical Component Development: The Contractor shall investigate the critical technologies of High Power RF Switching, High Power Amplifiers, Antennas and Antenna Isolation for operational frequencies centered about F1+5 at power levels at or above P2 (see Classified Parameters List, Sippican document number 02-0119).

1.1
A. High Power RF Switching: Conduct design analysis and characterize predicted performance for Single Pole Single Throw (SPST) and Single Pole Double Throw (SPDT) High Power RF Switch configurations. The analysis and characterization shall include isolation, loss, power handling capability, switching speed, size and weight, and feasibility

of manufacturer and shall be documented in a design report delivered at the end of the study.

- B. Fabricate and evaluate a prototype High Power Switch. The prototype High Power Switch shall be evaluated for isolation, loss, power handling capability and switching speed and documented in a test report delivered at the end of the evaluation.
- 1.2
  A. High Power Amplifier: Conduct a design analysis and identify and characterize proposed design changes of existing Traveling Wave Tube (TWT) designs. A prototype design report shall be prepared detailing the proposed changes and shall include a plan for the development of a prototype TWT.
  - B. Fabricate and evaluate modified TWT components (heater, cathode, helix circuit, etc.) identified in the above prototype design report. A test report shall be delivered at the end of the evaluation detailing the evaluations performed and any proposed additional design changes required.
- 1.3
  A. Antennas: Perform a detailed design of receive and transmit antennas including rectangular to circular waveguide transitions. The design shall be documented in a design report delivered at the end of the study.
  - B. Fabricate and test prototype receive and transport antenna horns, including transitions. The fabricated prototype designs and test results shall be documented in a test report delivered at the end of the study.
- Antenna Isolation: Conduct packaging and mechanical design studies. Fabricate antenna housing parts and assemble receive and transmit antenna assemblies and perform isolation testing; making alterations as required to maximize the isolation and performance of antenna pair. All packaging and mechanical design and isolation and performance characteristics shall be documented in a technical report delivered at the end of the study.
- 1.5 Monthly Progress Reports: Monthly Progress Reports on the status of Task 1 shall be forwarded to the Government no later than the third week of the next month.
- **Task 2:** Enhanced Security Methods For The Nulka: The Contractor shall investigate and propose enhanced security methods for the NULKA which shall include measures which deny unauthorized users access to the operational capability and critical design characteristics of the NULKA. Security methods investigated shall include documentation, hardware markings and hardware and software exploitation from pristine and or expended assets.
- 2.1 Component Labeling: The contractor will review the markings and labeling of NULKA components that are critical to system performance to determine if the markings and labeling could benefit reverse engineering of the NULKA

Payload. The contractor will investigate whether removing markings, adding markings and false markings or mislabeling of critical components could hamper reverse engineering. The contractor will propose markings concepts, ID markings to be changed, location and way markings might be changed and management of markings and processes. A contractor shall deliver a report containing the results of this review with proposed recommendations and prepare change notices for government review and approval.

2.2

End-of-Mission Sequence (EOMS): The contractor shall evaluate Nulka EOMS requirements for the protection of critical components. Critical components requiring protection by EOMS will be those components that are on the Military Critical Technology List (MCTL), those that are critical to system performance and those that would enable reverse engineering of the NULKA. For each component evaluated the contractor will identify a proposed protection mechanism, intended extent of protection and benefits derived from the proposed protection mechanism. Tests of proposed protection mechanisms will be performed for selected high-risk components.

Arm/Disarm concepts will be developed to allow production testing, depot testing and maintenance. A packaging layout and prototype integration of Arm/Disarm and protection concepts into existing hardware will be evaluated and demonstrated.

Safety and reliability impacts associated with assembly, shipping, handling, storage and deployment of NULKA Payload containing protection mechanisms will be evaluated including assessments of false activations and failure mechanisms.

A report describing proposed protection mechanisms, intended results, results of protection mechanism and Arm/Disarm tests, safety and reliability analysis will be documented in a final report. The contractor will also support preliminary WSESRB review.

2.3

Anti-Intrusion: Methods of detecting unauthorized intrusion into the MK 234 NULKA will be evaluated. The detection of intrusion would initiate various Anti-Tamper mechanisms, such as EOMS. Alternate Anti-Tamper mechanisms to be initiated as a result of unauthorized intrusion will be evaluated. The intrusion may be detected at the Decoy level of assembly or at the Payload level of assembly, or both.

Various intrusion detection sensors will be investigated. The packaging and placement of the sensors and associated electronics will be evaluated. If required a long-life power supply for the sensor electronics and the Anti-Intrusion interfaces between the Payload, the Decoy and the Launcher will be identified.

An Anti-Intrusion Arm/Disarm concept will be developed to allow production testing, depot testing and maintenance. The susceptibility of unauthorized disarming of the Anti-Intrusion methods will be an integral aspect of these investigations.

A report will be prepared describing the proposed Anti-Intrusion methods, how they could be implemented, and the effect of the Anti-tamper mechanisms that are initiated as a result of unauthorized intrusion.

2.4

Monthly Progress Reports: Monthly Progress Reports on the status of Task 2 shall be forwarded to the Government no later than the third week of the next month.

**Task 3:** Identify Low-Cost Technologies for Guidance and Propulsion: The contractor shall, using knowledge obtained from previous studies, investigate low-cost technologies for guidance and propulsion in the areas of thruster simulation, aerodynamics and flight dynamics. The contractor will also refine previously generated thruster requirements and planar simulation models.

3.1

Thruster Simulation: Improve and refine previously generated planar simulation model to include the hot gas thruster thrust build up and decay as the control valves are cycled on and off.

3.2

Aerodynamic Study: Improve and refine previously generated estimates of cartridge lift and drag. Perform a trade study (performance vs cost vs reliability) to determine if the body lift alone should be supplemented by additional aerodynamic lift.

- 3.3 Flight Dynamics: Evaluate the performance using the planar simulation model for flight profiles in azimuth and elevation for vertical and angled launches in the range of 0 to 45 degrees off vertical.
- 3.4 Thruster Requirements: The contractor shall refine previously generated thruster requirements resulting from knowledge gained, refined thruster simulation modeling and additional flight trajectories.
- 3.5
  Planar Simulation Model: The contractor shall refine the previously generated Planar Simulation Model of the cartridge flight from launch to end of flight. The model will include assessment of cartridge lift and drag, rocket motor thrust, lateral thruster operation, IMU errors, and autopilot performance.
- 3.6
  Monthly Progress Reports: Monthly Progress Reports on the status of Task 3 shall be forwarded to the Government no later than the third week of the next month.
- 3.7
  A report will be prepared describing improvements, refinements and enhancements created as a result of the efforts of paragraphs 3.1 through 3.5.

#### ITEM(S) - DATA REQUIREMENTS (NAVSEA) (5402) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

## SECTION D - PACKAGING AND MARKING

#### **DATA PACKAGING LANGUAGE (5503)**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

#### **MARKING FOR SHIPMENT (5511)**

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Mike Combs; Code 8074, Bldg. 3330S

#### **PROHIBITED PACKING MATERIALS (5512)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

#### **INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)**

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

## SECTION E - INSPECTION AND ACCEPTANCE

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES
- II. DEFENSE FAR (DFARS) SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

#### PART I

FAR	Title	Date
52.246-09	Inspection of Research and Development (Short Form)	Apr 1984

#### **PART II**

DFARS	Title	Date
252.246-7000	Material Inspection and Receiving Report	Dec 1991

#### **CLAUSES IN FULL TEXT**

### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

## SECTION F - DELIVERIES OR PERFORMANCE

#### **PART I**

FAR	Title	Date
52.242-15	Stop Work Order (Aug 1989)Alternate I)	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991

#### **CLAUSES IN FULL TEXT**

#### **TIME OF DELIVERY (FAR 52.211-8) (JUNE 1997)**

(a) The Government requires delivery to be made according to the following schedule:

### REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	1 LO	12 months after contract award
0002	1 LO	As required see DD 1423s

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO. QUANTITY WITHIN DAYS
OF CONTRACT

·	<del></del>	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

## SECTION G - CONTRACT ADMINISTRATION DATA

#### **PART II**

DFARS	Title	Date
252.201-7000	Contracting Officer's Representative	Dec 1991
252.242-7000	Post Award Conference	Dec 1991

#### SF 26 BLOCK 14: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS:

**ACRN** Line Of Accounting

Amount

TBD TBD

ACRN CLIN Shop/REQN# Qty Price Amount Type Payments

TBD TBD Io

## <u>SPECIAL PAYMENT INSTRUCTIONS [Pick those that apply or add what is needed]</u>

ACRNs are to be paid in accordance with contractor's invoice.

Disburse ACRNs in the order shown:

## SPECIAL INVOICE/BILLING INSTRUCTIONS [Pick those that apply or add what is needed]

The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN. CLIN XXXX: Invoice ACRNs in the order shown:

### [IF DFAS-CO PAYING OFFICE ORIGINAL INVOICE GOES TO COLUMBUS WITH COPY TO VENDOR PAY]

In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:

VENDOR PAY CODE 0562, BLDG 2701 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5002

#### **CLAUSES IN FULL TEXT**

## SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (NAPS 5252.232-9001) (JUL 1992)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and <u>four</u> copies, to the contract auditor\* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to \_\_\_\_\_\_. Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than \_ calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
  - (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
  - \*\* is required with each invoice submittal.
  - \*\* is required only with the final invoice.
  - \*\* is not required.
- (f) A Certificate of Performance
  - \*\* shall be provided with each invoice submittal.
  - \*\* is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN in not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- \* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor"
  - \*\* Check appropriate requirements.

### **CONTRACT ADMINISTRATION DATA LANGUAGE (5802)**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility, which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

#### **CONTRACTING OFFICER'S REPRESENTATIVE LANGUAGE (5803)**

CONTRACTING OFFICER'S REPRESENTATIVE:

COMMANDER

ATTN: Mike Combs CODE 8074; BLDG 3330S

NAVAL SURFACE WARFARE CENTER CRANE DIVISION

CRANE IN 47522-5001 Telephone No. **812-854-4730** 

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

#### PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER

ATTN: <u>Sandra Woods</u> CODE <u>1163WS</u>; BLDG <u>3330N</u> NAVAL SURFACE WARFARE CENTER CRANE DIVISION

CRANE IN 47522-5011
Telephone No. <u>812-854-1687</u>
Email: <u>woods s@crane.navy.mil</u>

#### **SECURITY ADMINISTRATION (5806)**

The highest level of security required under this contract is <u>Top Secret</u> as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Security Service, Director of Industrial Security, \_\_\_\* Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

#### **SCIENTIFIC AND TECHNICAL REPORTS (5807)**

The contractor shall furnish scientific and technical reports to Defense Technical Information Center (DTIC), ATTN: DTIC-FDAC Cameron Station, Alexandra, VA 22304-6145. NOTE: When agencies require that completed reports be covered by a Report Documentation Page, Standard Form 298, the contractor shall submit a copy with the report.

**Note:** offeror's attention is called to the sample contract administration plan included as an attachment to this document.

#### **EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

## CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

- (a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <a href="http://www.cpars.navy.mil/">http://www.cpars.navy.mil/</a>. Further information on CPARS is available at that web-site. (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
- (d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name Phone E-mail Address (optional)

<sup>\*</sup> To be filled in at time of award.



#### **PAYMENT STATUS INQUIRIES**

Status of invoice payments can be obtained from the following web site: www.dfas.mil/money/vendor

If the payment is being made by DFAS—Columbus use the MOCAS Vendor Pay Inquiry System (VPIS) site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS Help Guide" and "Reason and Remark Code Document". You must then register by clicking on "User Registration" under the subheading "MOCAS Vendor Pay Inquiry System" before payment inquiries can be made.

If payment is being made by other than DFAS-Columbus, status of invoice payment can be obtained through the Non-MOCAS System by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<u>Document</u>	<u>Block</u>
SF 26 Award/Contract	12
SF 1449 Solicitation/Contract/Order for Commercial Items	12a
DD1155 Order for Supplies or Services	15

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## ADDITIONAL DEFINITIONS (NAVSEA 5252.202-9101) (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA 5252.227-9113) (AUG 1997)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center P.O. Box 8000 Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677 FAX: (909) 273-5200 Internet: http://www.gidep.corona.navy.mil

## **SECTION I - CONTRACT CLAUSES**

## **PART I**

FAR	Title	Date
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-02	Security Requirements	Aug 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-10	Subcontractor Cost or Pricing Data	Oct 1997
52.215-14	Integrity of Unit Prices (Oct 1997)Alt I	Oct 1997
52.215-14	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-17	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
52.215-19	Notification of Ownership Changes	Oct 1997
52.216-07	Allowable Cost and Payment	Feb 2002
52.216-07	Fixed Fee	Mar 1997
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-08		
52.219-16	Small Business Subcontracting Plan	Jan 2002 Jan 1999
	Liquidated Damages Subcontracting Plan  Convict Labor	
52.222-03		Aug 1996
52.222-19	Child Labor –Cooperation with Authorities and Remedies	Dec 2001
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-26	Equal Opportunity (Apr 1984)Alternate I	Feb 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Dec 2001
52.222-38	Compliance with Veterans Employment Reporting Requirements	Dec 2001
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.225-16	Sanctioned European Union Country Services	Feb 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-01	Authorization and Consent (Jul 1995)—Alternate I	Apr 1984
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.228-07	Insurance—Liability to Third Persons	Mar 1996
52.230-02	Cost Accounting Standards	Apr 1998

52.230-03	Disclosure and Consistency of Cost Accounting Practices	Apr 1998
52.230-06	Administration of Cost Accounting Standards	Nov 1999
52.232-17	Interest	Jun 1996
52.232-20	Limitation of Cost	Apr 1984
52.232-23	Assignment of Claims –Alternate I (Apr 1984)	Jan 1986
52.232-25	Prompt Payment	Feb 2002
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	May 1999
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award (Aug 1996) Alternate I	Jun 1985
52.242-01	Notice of Intent to Disallow Costs	Apr 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-02	Changes—Cost-Reimbursement (Aug 1987)Alternate II	Apr 1984
52.243-06	Change Order Accounting	Apr 1984
52.243-07	Notification of Changes	Apr 1984
52.244-02	Subcontracts (Cost-Reimbursement and Letter Contracts-(Aug 1998) – Alt I	Aug 1998
52.244-05	Competition in Subcontracting	Dec 1996
52.249-06	Termination (Cost-Reimbursement)	Sep 1996
52.249-14	Excusable Delays	Apr 1984
52.251-02	Interagency Fleet Management System Vehicles and Related Services	Jan 1991
52.253-01	Computer Generated Forms	Jan 1991

## PART II

DFARS	Title	Date
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Nov 2001
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with firms that are owned or controlled by the Government of a Terrorist Country	Mar 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.215-7002	Cost Estimating System Requirements	Oct 1998
252.217-7000	Exercise of Option to Fulfill Foreign Military Sales Commitments (Dec 1991) – Alternate I	Dec 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Subcontracting Plan (DoD Contracts)	Apr 1996
252.223-7004	Drug-Free Work Force	Sep 1988
252.225-7012	Preference for Certain Domestic Commodities	Aug 2000
252.225-7026	Reporting of Contract Performance Outside the United States	Jun 2000
252.225-7031	Secondary Arab Boycott of Israel	Jun 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts	Sep 2001
252.227-7013	Rights in Technical Data-Noncommercial Items	Nov 1995
252.227-7030	Technical Data—Withholding of Payment	Mar 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.235-7010	Acknowledgment of Support and Disclaimer	May 1995
252.235-7011	Final Scientific or Technical Report	Sep 1999
252.242-7000	POSTAWARD Conference	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998

252.246-7000	Material Inspection and Receiving Report	Dec 1991
252.247-7023	Transportation of Supplies by Sea	Mar 2000
252.247-7024	Notification of Transportation by Sea	Mar 2000

#### **CLAUSES IN FULL TEXT**

#### PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*\_\_\_\_ or the overtime premium is paid for work—
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
  - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\*Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

#### SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

- (a) As used in this clause-
  - "Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
  - "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract. (c)
  - (1) The following clauses shall be flowed down to subcontracts for commercial items:
    - (i) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
    - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
    - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).
    - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
    - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
  - (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed

electronically at this/these addresses (es):

#### **PERFORMANCE EVALUATION (6008)**

(6) Contract Administration Plan

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:

Quality; Cost Control; Timeliness of Performance; Business Relations; Customer Satisfaction

## SECTION J – LIST DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

#### Exhibit A - Contract Data Requirements List (CDRL)

	<u>Description</u>	<u>Date</u>	No. of <u>Pages</u>
CDRL A001 CDRL A002 CDRL A003 CDRL A004 CDRL A005 CDRL A006 CDRL A007 CDRL A008 CDRL A009 CDRL A010 CDRL A011 CDRL A012	Technical Report-Study/Services, High Power RF Switch Design Report Technical Report-Study/Services, High Power RF Switch Test Report Technical Report-Study/Services, High Power Amplifier Design Report Technical Report-Study/Services, High Power Amplifier Test Report Technical Report-Study/Services, Antenna Design Report Technical Report-Study/Services, Antenna Test Report Technical Report-Study/Services, Antenna Isolation Technical Report Contractor's Progress Status and Management Report, Monthly Progress Report Technical Report-Study/Services, Comonent Labeling Technical Report-Study/Services, End of Mission Sequence Technical Report-Study/Services, Anti-Intrusion Technical Report-Study/Services, Low-Cost Guidance & Propulsion		
Attachments -  (1) DID DI-MIS  (2) DID DI-MG  (3) General DI  (4) DD Form 2	22Jun9 TBD	<u>0 6 </u>	

# SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(5) NAVSEAINST 8020.9B Ammunition and Explosives Definitions and Certifications

#### **PART I**

21May01

FAR	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991

#### **PART II**

DFARS	Title	Date
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Sep 1994

#### **PROVISIONS IN FULL TEXT**

## **TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated

group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701©(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
( ) TIN:
( ) TIN has been applied for.
( ) TIN is not required because:
( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively
connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a
fiscal paying agent in the U.S.;
( ) Offeror is an agency or instrumentality of a foreign government;
( ) Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
( ) Sole proprietorship;
( ) Partnership;
( ) Corporate entity (not tax-exempt);
( ) Corporate entity (tax-exempt);
( ) Government entity (Federal, State, or local);;
( ) Foreign government;
( ) International organization per 26 CFR 1.6049-4;
( ) Other
(f) Common Parent.
( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
( ) Name and TIN of common parent::
Name
TIN
••••

#### WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (FAR 52.204-5) (MAY 1999)

(a) [Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) [Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a

(b) [Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.]

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)

- (1) The Offeror certifies, to the best of its knowledge and belief, that -
  - (i) The Offeror and/or any of its Principals -
    - (A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (c) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(I)(B) of this provision.
- (ii) The Offeror has\* has not\*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### PLACE OF PERFORMANCE (FAR 52.215-06) (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, (\_) intends, (\_) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

#### SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_\_ [insert NAICS code].
- (2) The small business size standard is \_\_\_\_\_\_ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
  - (1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.
  - (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.
  - (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offferor represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.
  - (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that—         (i) Itis,is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and         (ii) Itis,is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(c) Definitions. As used in this provision—
"Service-disabled veteran-owned small business concern"-
(1) Means a small business concern-
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service- disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision. "Veteran-owned small business concern" means a small business concern- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case
of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and  (2) The management and daily business operations of which are controlled by one or more veterans.  "Women-owned small business concern," means a small business concern —
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
<ul><li>(d) Notice.</li><li>(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.</li></ul>
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall – (i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.
PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)
The offeror represents that—
<ul> <li>(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation,</li> <li>(b) It () has, () has not, filed all required compliance reports; and</li> </ul>
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that (a) it (\_) has developed and has on file, (\_) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (\_) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

#### COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUNE 2000)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

- I. Disclosure Statement Cost Accounting Practices and Certification
  - (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
  - (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.
  - (c) Check the appropriate box below:
    - (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
      - (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) One copy to the cognizant Federal auditor.
      - (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:
Name and Address of Cognizant ACO or Federal Official Where Filed:
The offeror further certifies that the practices used in estimating costs in pricing this proposal are
consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
- (4) Certificate of Interim Exemption. The offeror hereby certifies that
  - (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph ©(1) or ©(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or

subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\* yes \* no

## DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

- (a) Definitions. As used in this provision-
  - (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
  - (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(I)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
  - (3) "Significant interest" means-
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner:
  - (ii) Holding a management position in the firm, such as a director or officer;
  - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
  - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
  - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) *Disclosure*. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-
  - (1) Identification of each government holding a significant interest; and
  - (2) A description of the significant interest held by each government.

## REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.
- (b) Representation.

The Offeror represents that it—

- \_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- \_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror

represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

#### **PARTI**

FAR	Title	Date
52.204-06	Data Universal Numbering System (Duns) Number	Jun 1999
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-16	Facilities Capital Cost Of Money	Oct 1997

#### **PART II**

DFARS	Title	Date
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

#### **PROVISIONS IN FULL TEXT**

AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

- (a) From the ASSIST database via the Internet at http://assist.daps.mil; or
- (b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

#### NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (\_) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

## REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)

- (a) Exceptions from cost or pricing data.
  - (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
    - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic
    - rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
    - (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on
    - prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
      - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages

for the offered

items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the

base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception

has been granted for the schedule item.

- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before
- award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
  - (1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
  - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

Alternate I (Oct 1997). As prescribed in 15.408(I), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision.

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

Alternate II (Oct 1997). As prescribed in 15.408(I), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

Alternate III (Oct 1997). As prescribed in 15.408(I), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format]

#### **TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a <u>cost plus fixed fee type</u> contract resulting from this solicitation.

#### **SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_\_\_. The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

#### SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

### **FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

- (a) No award will be made to any offeror, which does not possess a facility security clearance issued by the Defense Investigative Service at the level. Naval Surface Warfare Center, Crane Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.
- (b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

#### SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

## SUBCONTRACT DATA REQUIRED

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein.

## **BLANKET EXEMPTION CERTIFICATE**

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax and has been assigned Exemption Certificate Number 0018103400015.

#### **BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

#### WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<a href="http://www.crane.navy.mil/supply/solicit.htm">http://www.crane.navy.mil/supply/solicit.htm</a>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

Ref: NAVSUPINST 4330.7A; Service Contract Administration

1. <u>Introduction</u> - In order to effectively administer this contract, the following delineation of duties is provided. The names, addresses and phone numbers for the individual or offices shall be included in the contract award document. The individual/position designated, as having responsibility should be contacted for any questions, clarifications or information regarding the function assigned.

## 2. Procuring Contracting Office (PCO) is responsible for:

- a. All Pre-Award information, questions, or data.
- b. Freedom of Information Act Inquiries.
- c. Changes, questions, or information regarding the scope, terms or conditions of the basic contract document.
  - d. Conducting Post Award Conferences.
- e. Consent to the placement of subcontracts in accordance with FAR 52.244-2, Subcontracts under Cost-Reimbursement and Letter Contracts.
  - f. Performing cost analyses of contractor's delivery order cost proposals.
- g. Reviewing and evaluating the contractor's (delivery order) cost proposals under FAR Subpart 15.8.
- h. Ensuring timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts (delivery orders).
- i. Negotiate and execute modifications for settlement of partial and complete contract terminations for convenience.

## 3. Contract Administration Office (CAO):

a. The CAO function will be performed jointly by the Administrative Contracting Officer (ACO) at the cognizant DCMAO Office and by the Procuring Contracting Officer (PCO) at the Crane Division, NAVSURFWARCENDIV in accordance with FAR 42.302 and DFAR 242.302 as follows:

## The ACO shall perform the following:

- (1) At the DCMAO Office:
  - (a) Review the contractor's compensation structure
  - (b) Review the contractor's insurance plans.
- (c) Negotiate forward pricing rate agreements and advance agreements applicable to treatment of costs.

- (d) Establish final indirect cost rates, bidding and billing rates for those contractors and subcontractors within their area of cognizance; approve award fee vouchers and final vouchers.
  - (e) In connection with Cost Accounting Standards (See Part 30) -
    - (i) Determine the adequacy of the contractor's disclosure statements;
- (ii) Determine whether disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
- (iii) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
- (iv) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
- (f) Monitor the Contractor's financial condition and advise the PCO when it jeopardizes contract performance.
  - (g) Issue tax exemption certificates.
- (h) For classified contracts, (Delivery Orders) administer those portions of the applicable industrial security program designated as ACO responsibilities.
  - (i) Process and execute Novation and Change of Name Agreements.
  - (j) Perform necessary screening, redistribution, and disposal of contractor inventory.
- (k) Monitor contractor industrial labor relations matters under the contract; apprise the contracting officer and, if designated by the agency, the cognizant labor relations advisor, of actual or potential labor disputes; and coordinate the removal of urgently required material from the strikebound contractor's plant upon instruction from, and authorization of, the contracting officer.
- (I) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- (m) Evaluate and monitor the contractor's procedures for complying with procedures regarding restrictive markings on data.
- (n) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
- (o) Review, evaluate, and approve plant or division-wide small and small disadvantaged business master subcontracting plans.
- (p) Obtain the contractor's currently approved company- or division-wide plans for small business and small disadvantaged business subcontracting for its commercial products, or, if there is no currently approved plan, assist the contracting officer in evaluating the plans for those products.

- (q) Assist the contracting officer, upon request, in evaluating an offeror's proposed small business and small disadvantaged business subcontracting plans, including documentation of compliance with similar plans under prior contracts.
- (r) By periodic surveillance, ensure the contractor's compliance with small business and small disadvantaged business subcontracting plans and any labor surplus area contractual requirements; maintain documentation of the contractor's performance under compliance with these plans and requirements; and provide advice and assistance to the firms involved, as appropriate.
  - (2) Crane Division, NAVSURFWARCENDIV:
- (a) All other Contract Administration functions not listed in (1) above shall be performed by the CAO (NAVSURFWARCENDIV Crane, Indiana) in accordance with FAR 42.302 and DFAR 242.302.
- 4. <u>Defense Contract Audit Agency (DCAA)</u> is responsible for audit verification and final audit of this contract prior to final payment to the contractor.
- 5. Contracting Officer's Representative (COR) is responsible for:
- a. Monitoring overall quality assurance of services performed, and acceptance or rejection of the services or deliverables. Ensuring contractor compliance with contractual quality assurance requirements in accordance with FAR Part 46 on a delivery order basis as applicable.
  - b. Technical advice, recommendations and clarification on the Statements of Work.
- c. Providing technical expertise to both the PCO and ACO with regard to technical requirements and reasonableness of costs incurred.
- d. Approval of contractor travel requirements, for which time and date have not been specifically identified in the statement of work; the contractor's proposal; and the delivery order requirements; through issuance of Technical Direction Letters.
- e. Submit written reports on the performance of the contractor to the PCO via monthly status reports and award fee evaluation reports. The reports shall address the timeliness and acceptability of the deliverables, the use made of those deliverables/reports, and the effectiveness of the contractor's performance.
  - f. Maintain appropriate file documentation to support the COR's actions under this paragraph 5.
- g. Monitor contractor performance to see that inefficient or wasteful methods are not being utilized and, if they are, take reasonable and timely action to alert the contractor and PCO. Particular emphasis will be placed on personnel working in specific labor categories to insure their qualifications match the labor categories the contractor initially utilized in formulating their proposal, and that the labor categories are proper relative to labor rates proposed in the delivery orders.
- h. Assist the TPM or PCO in reviewing and evaluating contractor estimates to perform work under change orders or modifications and furnish comments and recommendations to the authorized contracting officer.

- i. Ensure TPM conducts surveillance of contractor performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended and alert the contracting officer to any perceived difficulties on the basic contract and individual delivery orders. This includes reviewing the contractor's progress reports and furnishing the contracting officer, as appropriate, written comments, based on the reports and the COR'S's personal observations.
- j. Ensure that invoices/vouchers are reviewed in an expeditious manner. Ensure review of Certificates of Performance and all supporting documentation in light of the requirement, progress and other input, both documentary and from personal observation, to determine the reasonableness of the billing, to ensure that the effort was expended toward the completion of one of the line item deliverables in the contract and its comparability to other documents. CORs shall use a forwarding letter detailing exceptions to the contractor's invoice/vouchers. Upon final contract audit close-out, the final invoice/vouchers for any order will not be processed for payment by the payment officer until receipt of the COR's complete concurrence as noted above, plus certification of inspection and acceptance of services performed.
- k. Alert the contracting officer of any potential performance problems; and if performance schedule slippage is identified, determine causative factors and report them to the contracting officer with proposed actions required to eliminate or overcome the causes and to recover the slippage if feasible. Monitor the recovery according to the agreed upon plan, and report significant problems to the appropriate contracting officer.
- I. Furnish the contracting officer with any contractor or technical code request for change, deviation, or waiver, including timely submission of supporting analysis and other required documentation.
- m. Monitors, through the TPM, for timely, written certification of the inspection and acceptance of the services performed and statement of completion of delivery orders utilizing the User Certification of Delivery Order Completion Form. A copy of this form shall be furnished to the contracting officer.
- n. Conducts surveillance of the contractor's performance by monitoring, or causing to be monitored, contractor performance using the technique of floor checks and other random audits. This requires actual on-site observation of contractor's employees performing under the contract.
- o. Insure strict compliance with DOD Directive 5500.7 and SECNAVINST 5370.2H regarding standards of conduct and conflict of interest requirements.
- p. Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippage in contract delivery schedules.
- q. Shall develop, establish, and implement procedures to ensure that compliance with the requirements of this CAP are met.
- r. The COR shall perform duties assigned in CAP in accordance with NAVSUPINST 4205.3 "Contracting Officer's Representative (COR)".
  - s. Issue Technical Directions Letters, as applicable.
  - t. Performing property administration in accordance with FAR Part 45.

- u. Performing services surveillance to assess compliance with contractual terms for utilization of proposed labor, schedule, cost and technical performance in the areas of design, development, production, and program evaluation.
- v. Evaluating for adequacy and performing surveillance of contractors consulting efforts and management systems that relate to program design, development, production, engineering changes, subcontractors, tests, management of human resources, program reliability and industrial improvement practices, data control systems, operations management, and independent research and development.
  - w. Reporting to the contracting office any inadequacies noted in specifications or requirement.
- x. Mediating between the TPM and the contractor in evaluating and making recommendations for acceptance or rejection of waivers and deviations.
  - y. Ensuring timely submission of required reports.

#### The COR shall not:

- Request proposals, negotiate prices, or obligate the Government
- Make changes to the terms and conditions of the contract.
- Authorize the expenditure of funds except as expressly provided in the contract or this CAP.
- Supervise the contractor's employees.
- Perform any action that would result in the contract being changed from non-personal to a personal services contract.
- 6. <u>Ordering Officer</u> is responsible for issuance of delivery orders against the basic contract. The ordering officer is an individual appointed by the Commanding Officer. All ordering officers shall have a valid warrant. In addition, the ordering officer is responsible for the following:
  - a. Requesting, obtaining, and evaluating proposals for orders to be issued.
- b. Determining that the price/estimated cost of the order is fair and reasonable for the effort proposed.
  - c. Obligating the funds by issuance of the Delivery Order.
  - d. Authorization for use of overtime.
  - e. Authority to begin performance.
  - f. Monitoring of total cost of delivery orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to a cost plus award fee pricing arrangement.
- b. No order shall be placed in excess of \$1,000,000 without the prior approval of the PCO.
- c. No order shall be placed with delivery requirements in excess of the authorized period of performance on the basic delivery contract, unless agreed to by the contractor.

Only the Ordering/Contracting Officer (within his/her specific delegation) shall have the authority to request proposals, negotiate prices and obligate the Government.

## 7. Requiring Technical Activity (RTA-POC) is responsible for:

- a. Independent Government Estimates.
- b. Providing appropriate funding for all contract/delivery order and contract/delivery order modifications requiring funds.
- c. Workable procurement package(s) to the Crane Division, NAVSURFWARCENDIV Contract Administration Office.
- 8. <u>Technical Performance Monitors (TPM)</u> are responsible for:
  - a. Meetings with contractor personnel assigned to delivery orders.
  - b. Planning/performance of assessment visits.
  - c. Conducting assessment visits and discussing results with appropriate contractor personnel.
  - d. Forwarding copies of all findings of assessments to the Cor.
- e. Reviewing change proposals for proper classification, and when required, for need, adequacy of design, producibility, and impact on quality, reliability, schedule, cost; submit comments to the contracting officer.
- f. Review and evaluate contractor estimates to perform work under change orders or modifications and furnish comments and recommendations to the authorized contracting officer.
- g. The TPM will indicate complete or partial concurrence with the Contractor's invoice/voucher by completing the Contractor Invoice Review Form.
  - h. Inspection, acceptance and approval of all Data Deliverables delivered via the delivery order.
- i. Providing the Contract Administration Office (CAO) with Inspection, acceptance and approval Documentation for retention files.
  - j. Monitor, assess, and evaluate the contractor's effort on assigned delivery orders.
- k. Ensuring Contractor compliance with contractual health and safety requirements for on-site personnel

## The TPM shall not:

- Request proposals, negotiate prices, or obligate the Government
- Make changes to the terms and conditions of the contract.
- Authorize the expenditure of funds.
- Supervise the contractor's employees.
- Perform any action that would result in the contract being changed from non-personal to a personal services contract.

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#### Form Approved CONTRACT DATA REQUIREMENTS LIST OMB No. 0704-0188 The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jufferson Davis Highway, Suite 1204, Artington, VA. 22202-4202. Respondents should be aware that nowith/thistanting any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. C. CATEGORY: B. EXHIBIT A. CONTRACT LINE ITEM NO. OTHER TDP \_\_\_\_\_ TM F. CONTRACTOR E. CONTRACTIPR NO. D. SYSTEM/ITEM 17. PRICE GROUP 3. SUBTITLE 1, DATA ITEM NO. 2. TITLE OF DATA ITEM Technical Report-Study/Services Comonent Labeling A009 18. ESTIMATED 5, CONTRACT REFERENCE 6. REQUIRING OFFICE 4. AUTHORITY (Data Acquisition Document No.) TOTAL PRICE DI-MISC-80508 SOW 2.I NSWC Crane, Code 8074 12. DATE OF FIRST SUBMISSION 7. DD 250 REQ. 9. DIST STATEMENT REQUIRED 10. FREQUENCY DISTRIBUTION LT 1 Time b. COPIES 13. DATE OF SUBSEQUENT SUBMISSION D a. ADDRESSEE 11. AS OF DATE 8. APP CODE Final Death Rag Repro N/A N/A N/A 16. REMARKS NSWC 8074 PMS 473-2 1 NRL 5710 3, 17. PRICE GROUP 3. SUBTITLE 1. DATA ITEM NO. 2. TITLE OF DATA ITEM End of Mission Sequence A010 Technical Report-Study/Services 18 ESTIMATED 6. REQUIRING OFFICE 4. AUTHORITY (Data Acquisition TOTAL PRICE DI-MISC-80508 SOW 2.2 NSWC Crane, Code 8074 9. DIST STATEMENT 12. DATE OF FIRST SUBMISSION 7. DD 250 REQ 10. FREQUENCY DISTRIBUTION 14. REQUIRED b. COPIES LT Time EOC 13. DATE OF SUBSEQUENT 8, APP CODE 11. AS OF DATE a. ADDRESSEE D SUBMISSION Reg Repro N/AN/A 16. REMARKS NSWC 8074 PMS 473-2 1 NRL 5710 15. TOTAL 2 TITLE OF DATA ITEM 3. SUBTITLE 17. PRICE GROUP 1. DATA ITEM NO. Technical Report- Study/Services <u> Anti-Intrusion</u> A011 18. ESTIMATED 4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE **6. REQUIRING OFFICE TOTAL PRICE** DI-MISC-80505 7, DD 250 REQ 9. DIST STATEMENT SOW 2.3 NSWC Crane, Code8074 12 DATE OF FIRST SUBMISSION 7, DD 250 REQ 14. DISTRIBUTION REQUIRED 1 Time b. COPIES LT 8. APP CODE 13. DATE OF SUBSEQUENT a. ADDRESSEE D SUBMISSION N/A Draft Reg Repro N/A N/A 16. REMARKS NSWC 8074 PMS 473-2 1 NRL 5710 15. TOTAL 2. TITLE OF DATA ITEM 3. SUBTITLE 17. PRICE GROUP L DATA ITEM NO. A012 Technica Technical Report-Study/Services Low-Cost Guidance & Propulsion 18. ESTIMATED TOTAL PRICE SOW 3.7 NSWC Crane, Code 8074 DI-MISC-80508 7. pd 250 REQ 9. DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION DISTRIBUTION REQUIRED EOC 13. DATE OF SUBSEQUENT SUBMISSION b. COPIES LT1 Time 8. APP CODE a. ADDRESSEE D Reg Repro N/A N/AN/A16. REMARKS NSWC 8074 PMS 473-2 1 NRL 5710 15. TOTAL G. PREPARED BY H. DATE I. APPROVED BY J. DATE

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